

J. Checklist Item Ten – Databases and Associated Signaling

Section 271(c)(2)(B)(x) requires Southwestern Bell to provide “[n]ondiscriminatory access to databases and associated signaling necessary for call routing and completion.” The FCC through its orders only requires access at the signaling transfer point. Southwestern Bell has demonstrated that it meets this requirement.

Calling name database (CNAM) query responses deliver calling name information in conjunction with the calling parties’ telephone numbers as part of Caller ID service. The information contained in the CNAM is available to CLEC end office switches on a query-by-query basis, together with the associated signaling.

K. Checklist Item Eleven – Number Portability

Southwestern Bell has equipped 256 switches in Missouri with local number portability (LNP) capabilities, representing 97% of its access lines, through the end of June 2001. CLECs in Missouri served more than 250,000 ported access lines through June 2001. Southwestern Bell has procedures established for ordering and provisioning LNP with and without unbundled loops.

Prior to implementing LNP, Southwestern Bell made interim number portability (INP) available. Southwestern Bell still provides INP in those few instances where LNP is not available. Southwestern Bell provides CLECs a choice of two forms of INP: Remote Call Forwarding or Direct Inward Dialing. Southwestern Bell also makes available the Route Index Portability Hub method and the Directory Number Route Index method to any CLEC that requests them, subject to the requesting CLEC’s payment of reasonable costs. These services are

offered in accordance with the FCC’s Rules and the FCC’s First Report and Order on Number Portability.

L. Checklist Item Twelve – Local Dialing Parity

Section 271(c)(2)(B)(xii) requires Southwestern Bell to provide “[n]ondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).”

The FCC anticipated “that local dialing parity [would] be achieved upon implementation of the number portability and interconnection requirements of section 251.”³⁷ Southwestern Bell has successfully implemented local dialing parity in Missouri.

Southwestern Bell provides nondiscriminatory access to services or information necessary to allow CLECs to implement local dialing parity in accordance with section 251(b)(3).

M. Checklist Item Thirteen – Reciprocal Compensation

The interconnection agreements between Southwestern Bell and various CLECs contain negotiated rates for reciprocal compensation. In addition, the Missouri Commission has established rates for transport and termination in its Final Arbitration Order.³⁸

Under the M2A, Southwestern Bell offers three options with respect to reciprocal compensation. First, a CLEC may select a bill and keep arrangement with respect to local traffic and a meet-point-billing arrangement for Internet-bound traffic. Second, a CLEC may negotiate and, if necessary, arbitrate a compensation arrangement; in that event, bill and keep will serve as

³⁷ *Second Report and Order and Memorandum Opinion and Order, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 11 FCC Rcd 19392, 19430, ¶ 71 (1996).

³⁸ *In the Matter of AT&T Communications of the Southwest, Inc.’s Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Southwestern Bell Telephone Company*, Mo PSC Case Nos. TO-97-40 and TO-97-67, (July 31, 1997) (Final Arbitration Order).

an interim arrangement, subject to true-up. Third, the CLEC may choose to be paid reciprocal compensation on local traffic at the rates set by the Commission.³⁹

Southwestern Bell has satisfied the requirements of section 271(c)(2)(B)(xiii).

N. Checklist Item Fourteen – Resale

Southwestern Bell offers resale services to competitors on a nondiscriminatory basis. We have established a wholesale discount rate of 19.2 percent applicable to all services except operator services and 13.9 percent for operator services in Case No TO-97-40. The telecommunications services that Southwestern Bell provides CLECs for resale are identical to the services that Southwestern Bell furnishes its own retail customers. CLECs are able to sell these services to the same customer groups and in the same manner as Southwestern Bell. Southwestern Bell offers wholesale discounts on promotional offerings lasting more than 90 days.

For retail services that Southwestern Bell offers to a limited group of customers (such as grandfathered services), Southwestern Bell allows resale to the same group of customers to which it sells the services, in accordance with 47 C.F.R. § 51.615. Southwestern Bell's customer-specific proposals are also available for resale to similarly situated customers without triggering termination liability charges or transfer fees to the end user. In addition, Southwestern Bell's OSS allow resellers to access pre-ordering, ordering, provisioning, maintenance and repair, and billing functions for resold services in a nondiscriminatory manner.

³⁹ M2A, Attach. 12.

Southwestern Bell offers its retail services for resale in accordance with the requirements of §§ 251(c)(4) and 252(d)(3). Therefore, Southwestern Bell has satisfied the requirements of § 271(c)(2)(B)(xiv).

II. COMPLIANCE WITH SECTION 271(c)(1)(A)

Performance

The Missouri Public Service Commission is committed to ensuring Southwestern Bell is delivering adequate service to competitive local exchange providers. Our Staff reviews Southwestern Bell's performance measurement results for Missouri on a regular monthly basis. Our Staff has regularly participated in the six-month performance measurement review process held by the Public Utility Commission of Texas. We have also undertaken the unprecedented step of validating performance measurement results through an independent audit conducted by Ernst and Young. These efforts evidence our commitment to ensuring that Southwestern Bell's performance to competitive local exchange providers remains acceptable.

Southwestern Bell's performance measurement results have steadily improved overall. Focusing on measures with a statistically valid z-score and sample size of at least 10, Southwestern Bell successfully met 92% of the Version 1.7 performance measures during the month of July 2001, the most recently reported month. Southwestern Bell's corresponding success ratios for the prior seven months follow: December 2000 (87%), January 2001 (86%), February (87%), March (89%), April (88%), May (89%), and June (92%). These results are significantly higher than the 82% success ratio achieved by Southwestern Bell approximately twelve months ago. Of particular note is that since our approval of the Missouri 271 Agreement on March 15, 2001, there are several complete months of performance measurement results for

Missouri. The performance measurement results for May, June and July represent the highest success ratios compiled by Southwestern Bell in Missouri to date.

Southwestern Bell has also shown some improvement in meeting previously criticized performance measures. For example the Department of Justice cited Southwestern Bell's poor performance results for the following three performance measures: PM 58-06, PM 62-06 and PM 69-05. PM 58-06 identifies the percentage of DS1 loop installation due dates with test access missed by Southwestern Bell; however Southwestern Bell has achieved parity for PM 58-06 for the last three months. PM 62-06 identifies the average number of days by which Southwestern Bell missed due dates for installing DS1 loops when missing the installation date was caused by Southwestern Bell. Southwestern Bell achieved parity in June 2001; however May and July data generated insufficient data to reveal definitive results. PM 69-05 identifies the percentage of repeat trouble reports received within 30 calendar days of a previous customer report for DS1 loops with test access. Southwestern Bell achieved parity for this performance measure for the last three months.

Southwestern Bell has implemented a Performance Remedy Plan in Missouri through the M2A.⁴⁰ This Performance Remedy Plan requires Southwestern Bell to make payments to various entities. Under the plan's first tier, liquidated damage payments are made to competitive local exchange carriers if Southwestern Bell fails to meet specified performance levels to that carrier in Missouri on specific measures. Under the plan's second tier, Southwestern Bell will make payments into the Missouri State Treasury for substandard performance for three consecutive months to the aggregate of all carriers in Missouri on specific measures. The

⁴⁰ M2A, Attach. 17.

Performance Remedy Plan in Missouri is in all material respects a mirror image of the plan it uses in Texas. Annually the plan puts \$98 million at risk in Missouri, which is precisely the same liability, measured as a percentage of net revenue, that is at risk in Texas. This plan helps to ensure that Southwestern Bell maintains adequate service to competitive local exchange carriers.

Public Interest

The overarching goal of the Telecommunications Act of 1996 is to open local markets to competition. Through § 271 of the Telecommunications Act of 1996 Congress has made the opening of local markets in each state a prerequisite to allowing Bell operating companies, or their affiliates, entry into the long distance market in that state. Southwestern Bell meets the 14-point checklist. There is actual competition in the local markets in Missouri. There are safeguards in place to prevent Southwestern Bell from closing the local market opening actions that it has taken. Therefore, it is in the public interest to grant Southwestern Bell's application to provide interLATA telecommunications services.

Southwestern Bell's entry into the long-distance market will benefit the public interest by increasing competition in the provision of telecommunications services in Missouri. Increased consumer choice and pressure to drive long distance rates closer to cost are the primary public interest benefits of granting this application. Overall, competition will be enhanced by the provisioning of interLATA telecommunications services by SBC and its affiliates.

Competition will be enhanced because SBC's provisioning of interLATA long-distance services will increase consumer choice. Consumer choice will be enhanced at both the interexchange and local exchange levels. At the interexchange level, SBC's entry into the

interLATA telecommunications services market will give consumers another choice for their long-distance toll provider. At the local exchange level, SBC's entry into the interLATA market may increase pressure for interexchange carriers to enter local markets.

SBC's entry into the interLATA market is also in the public interest because the increased competition should help place pressure to drive long-distance rates closer to cost. SBC's rates for interLATA telecommunications services will play a significant role in SBC's ability to attract subscribers to its interLATA services. Without favorable pricing for consumers, it is unlikely SBC will be able to attract significant numbers of interLATA subscribers. SBC's interLATA entry will place pressure on driving long-distance rates closer to cost. Overall, consumers should benefit from such pricing pressure.

Commitment to determining permanent rates, terms and conditions.

In the written consultation to the FCC this Commission filed in CC Docket No. 01-88 we reaffirmed our "intention to expeditiously determine permanent rates, terms, and conditions for collocation, line sharing, line splitting, loop conditioning, and unbundled network elements"; these are interim in the M2A.⁴¹ We are continuing to follow through on that intention. We have four pending cases in which these permanent rates, terms and conditions will be set: Case Nos.

⁴¹ *In the Matter of the Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996*, MoPSC Case No. TO-99-227 (March 15, 2001) (Order Regarding Recommendation on 271 Application Pursuant to the Telecommunications Act of 1995 and Approving the Missouri Interconnection Agreement (M2A)) (Attachment 1 to Written Consultation of the Missouri Public Service Commission filed in CC Docket No. 01-88 on April 18, 2001).

TT-2001-298 (Collocation), TO-2001-438 (Unbundled Network Elements), TO-2001-439 (xDSL Loop Conditioning) and TO-2001-440(Line Sharing and Line Splitting).⁴²

We have established procedural schedules for each of these cases that would have the issues in all of them submitted to us for decision by the end of this year.⁴³ On April 22, 2001 we approved a unanimous stipulation and agreement in Case No. TT-2001-298 that addressed numerous collocation terms and conditions and established a procedural schedule for the remaining issues.⁴⁴ On August 24, 2001, the parties filed with us a second unanimous stipulation and agreement that would resolve all of the issues in the case.⁴⁵ On September 6, 2001, we approved that stipulation and agreement.⁴⁶

As scheduled, we held hearings in Case No. TO-2001-439 on August 7-9, 2001 and in Case No. TO-2001-440 on August 20-22, 2001. Because the hearing held in the first phase of TO-2001-440 did not conclude within the time anticipated by the parties and allotted by us, we will schedule additional hearing dates in that case, which may ultimately delay submission of that case to us for decision; however, we are proceeding in all these cases expeditiously while ensuring that the parties to them have full and fair opportunities to present both their evidence and arguments.

⁴² *In the Matter of Southwestern Bell Telephone Company's Proposed Tariff PSC Mo. No. 42 Local Access Service Tariff Regarding Physical and Virtual Collocation*, Case No. TT-2001-298; *In the Matter of the Determination of Prices, Terms, and Conditions of Certain Unbundled Network Elements*, Case No. TO-2001-438; *In the Matter of the Determination of Prices, Terms, and Conditions of Conditioning for xDSL-capable Loops*, Case No. TO-2001-439; and *In the Matter of the Determination of Prices, Terms, and Conditions of Line-Splitting and Line-Sharing*, MoPSC Case No. TO-2001-440.

⁴³ *Order Establishing Procedural Schedules*, MoPSC Case Nos. TO-2001-438, TO-2001-439 and TO-2001-440 (April 10, 2001) (Attachment 3 to Written Consultation of the Missouri Public Service Commission filed in CC Docket No. 01-88 on April 18, 2001).

⁴⁴ *Order Approving Stipulation and Agreement*, MoPSC Case No. TT-2001-298 (April 12, 2001) (Attachment 2 to Written Consultation of the Missouri Public Service Commission filed in CC Docket No. 01-88 on April 18, 2001).

⁴⁵ Attachment 5.

⁴⁶ Attachment 4.

Since our filings with the FCC in CC Docket No. 01-88, this Commission, as part of our continued monitoring of Southwestern Bell Telephone Company's compliance with the requirements of § 271, on August 28, 2001 ordered that Southwestern Bell include Missouri data in the audits of Southwestern Bell's Loop Maintenance Operations System and flow-through performance ordered by the Public Utility Commission of Texas in Project No. 20400. A certified copy of our order is submitted herewith as an attachment (Attachment 3). Additionally, on August 30, 2001 we approved Southwestern Bell's motion to approve its amendment to the M2A to lower certain rates. A certified copy of that order is submitted herewith as an attachment (Attachment 4). Finally, although we had continued to accept filings in our Case No. TO-99-227 and issue orders after we issued our order of April 4, 2001 closing that case, by order dated September 4, 2001 we expressly re-opened Case No. TO-99-227 to receive filings regarding Southwestern Bell's continued compliance with § 271. A certified copy of that order is submitted herewith as an attachment (Attachment 5).

RECOMMENDATION

The Missouri Public Service Commission continues to support the application with the FCC filed by SBC Communications Inc., jointly with Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance, for authorization under Section 271 of the Telecommunications Act of 1996 to provide in-region, interLATA Services in Missouri.

Respectfully Submitted,

Dana K. Joyce
General Counsel

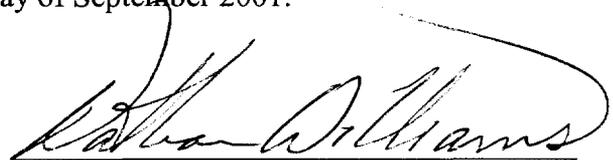


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Associate General Counsel

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 7th day of September 2001.



**Service List for
CC Docket No. 01-194
Verified: September 7, 2001 (ccl)**

Magalie Roman Salas, Secretary
Office of the Federal Communications Commission
445 12th Street, S.W., Room TW-B204
Washington, DC 20554

Layla Seirafi
U. S. Department of Justice
Antitrust Division
Telecommunications Task Force
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Washington, DC 20005

Mike Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Ms. Janice Myles
Policy & Program Planning Division
Carrier Bureau
Office of the Federal Communications Commission
445 12th Street, S.W., Room 5-C327
Washington, DC 20554

Paul G. Lane, Leo J. Bub
Anthony K. Conroy, Diana Harter
Southwestern Bell Telephone Company
One Bell Center, Room 3520
St. Louis, MO 63101

International Transcription Service, Inc.
445 Twelfth Street, S.W., CY-B402
Washington, D.C. 20554

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a Session of the Public Service
Commission held at its office in
Jefferson City on the 6th day of
September, 2001.

| | | |
|--------------------------------------|---|------------------------------------|
| In the Matter of Southwestern Bell |) | |
| Telephone Company's Proposed Tariff |) | <u>Case No. TT-2001-298</u> |
| PSC Mo. No. 42 (Local Access Service |) | Tariff File No. 200100482 |
| Tariff) Regarding Physical and |) | |
| Virtual Collocation |) | |

**ORDER APPROVING SECOND STIPULATION AND AGREEMENT AND
SUSPENDING PROCEDURAL SCHEDULE**

On August 24, 2001, the parties to this case filed a Unanimous Stipulation and Agreement. This agreement resolves all remaining issues regarding Southwestern Bell Telephone Company's collocation tariffs. The agreement states that as a result of settling the issues respecting rates and rate elements, certain modifications to the previously-agreed-upon terms and conditions have been made. The agreement also states that the rates were derived via an application of the TELRIC (total element long run incremental cost) method. Illustrative tariffs were attached to the agreement.

On August 28, the Commission's Staff filed a motion to suspend the procedural schedule. Since the Commission is approving the agreement, it will suspend the procedural schedule.

On August 29, the Staff filed its suggestions in support of the agreement. Staff states that the illustrative tariffs are substantially the same as the tariffs previously submitted by SWBT except for the rates and modifications necessitated by the rate

structure adopted herein. Staff also states that the parties have reached similar agreements, with identical rate elements and rates, in Missouri, Kansas, and Oklahoma.

Pursuant to Section 536.060, RSMo 2000, the Commission may accept a stipulation as a resolution of the issues. The Commission has reviewed the stipulation, finds it to be reasonable and in the public interest and will, therefore, approve it.

IT IS THEREFORE ORDERED:

1. That the Unanimous Stipulation and Agreement filed on August 24, 2001, is approved.
2. That the procedural schedule is suspended.
3. That Southwestern Bell Telephone Company may file tariffs consistent with the illustrative tariffs submitted with the Unanimous Stipulation and Agreement filed on August 24, 2001. The tariffs must bear an issue date no earlier than the date of filing, and must bear an effective date no less than 30 days after the issue date.
4. That this order shall become effective on September 16, 2001.

BY THE COMMISSION



**Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge**

(S E A L)

Simmons, Ch., Murray, and Lumpe, CC., concur.
Gaw, C., not participating.

Mills, Deputy Chief Regulatory Law Judge

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and
I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,
Missouri, this 6th day of Sept. 2001.



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge



Commissioners
KELVIN L. SIMMONS
Chair
CONNIE MURRAY
SHEILA LUMPE
STEVE GAW

Missouri Public Service Commission

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August 24, 2001

WESS A. HENDERSON
Director, Utility Operations
ROBERT SCHALLENBERG
Director, Utility Services
DONNA M. KOLILIS
Director, Administration
DALE HARDY ROBERTS
Secretary/Chief Regulatory Law Judge
DANA K. JOYCE
General Counsel

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED

AUG 24 2001

**Missouri Public
Service Commission**

RE: Case No. TT-2001-298

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of an **UNANIMOUS STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Bruce H. Bates", written over a horizontal line.

Bruce H. Bates
Associate General Counsel
(573) 751-7434
(573) 751-9285 (Fax)

BHB/lb
Enclosure
cc: Counsel of Record

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

FILED

AUG 24 2001

Missouri Public Service Commission

IN THE MATTER OF SOUTHWESTERN BELL)
TELEPHONE COMPANY'S PROPOSED TARIFF)
PSC MO. NO. 42 LOCAL ACCESS SERVICE TARIFF,)
REGARDING PHYSICAL AND VIRTUAL)
COLLOCATION)

CASE NO. TT-2001-298

UNANIMOUS STIPULATION AND AGREEMENT

The Parties to this Unanimous Stipulation and Agreement are all parties of record herein:

Southwestern Bell Telephone Company (SWBT); ALLTEL Communications Inc., AT&T
Communications of the Southwest, Inc. (AT&T); Birch Telecom of Missouri, Inc. (Birch); MCI
WorldCom Communications, Inc (WorldCom); Sprint Communications Company L.P. (Sprint);
DSLnet Communications, LLC; New Edge Network, Inc.; @Link Networks, Inc.; XO
Missouri, Inc.; Allegiance Telecom of Missouri, Inc.; Fidelity Communication Services III, Inc.;
NuVox Communications of Missouri, Inc.; Brooks Fiber Communications of Missouri, Inc.;
Office of the Public Counsel; Staff (Staff) of the Missouri Public Service Commission
(Commission); McLeodUSA Telecommunications, Inc.; TCG of Kansas City, Inc.; TCG of St.
Louis, Inc.; Mpower Communications Corp.; and Mpower Communications Central Corp.,
(collectively "Parties").

The Parties have reached a compromise with respect to the rate elements and rates to be included in SWBT's Missouri Physical and Virtual Collocation tariffs. As a result of the agreements with respect to the rate elements and rates, the Parties have also agreed to modifications of certain terms and conditions contained in the modified Physical and Virtual Collocation Tariffs filed by SWBT on April 4, 2001, pursuant to the Unanimous Stipulation and

Agreement filed in this case on March 22, 2001 and approved by the Commission on April 12, 2001. Attached as Exhibits 1 and 2 hereto are SWBT's Missouri Physical and Virtual Collocation Tariffs, which the parties recommend the Commission approve in this proceeding. The compromises reached in this Unanimous Stipulation and Agreement are memorialized below.

Physical Collocation

1. For Physical Collocation, the Parties agree the Commission should approve the terms and conditions, including rate elements and rates, attached hereto as Exhibit 1 as SWBT's Physical Collocation tariff. Changes from the Physical Collocation tariff originally submitted by SWBT pursuant to the Unanimous Stipulation and Agreement previously approved by the Commission in its Order of April 12, 2001, are attached hereto as Exhibit 1a, which is a redlined version of the tariff

Virtual Collocation

2. For Virtual Collocation, the Parties agree the Commission should approve the terms and conditions, including rate elements and rates, attached hereto as Exhibit 2 as SWBT's Virtual Collocation tariff. Changes from the Virtual Collocation tariff originally submitted by SWBT pursuant to the Unanimous Stipulation and Agreement previously approved by the Commission in its Order of April 12, 2001, are attached hereto as Exhibit 2a, which is a redlined version of the tariff

Additional Agreements

3. As described above, the tariffs attached as Exhibits 1 and 2 to this Unanimous Stipulation and Agreement are substantially the same to the tariffs submitted by SWBT pursuant

to the previously approved Unanimous Stipulation and Agreement except for the rates and modifications necessitated by the rate structure adopted herein.

4. The Parties further agree that the rates, terms and conditions of SWBT's modified Missouri Physical and Virtual Collocation Tariffs shall take effect on the effective date of the Commission's Order approving the tariffs. As provided in the Appendix Physical Collocation and Appendix Virtual Collocation of the Missouri 271 Interconnection Agreement (M2A) approved in Case No. TO-99-227, the rates, terms and conditions of Appendix Physical Collocation and Appendix Virtual Collocation are subject to prospective revision and retroactive financial true-up to the rates, terms and conditions of SWBT's final approved Physical and Virtual Collocation tariffs in this case. CLECs which have not yet opted into the M2A may opt into the M2A including the approved tariffs or may opt into the approved tariffs by amending their Commission approved interconnection agreement as described in Paragraph 6.

5. The Parties agree to be fully bound by the terms of this Stipulation and Agreement for purposes of settling and resolving this proceeding and further agree not to appeal or seek judicial review of any Order of the Commission to the extent it approves this Stipulation and Agreement and the tariffs to be submitted in compliance herewith. None of the Parties shall have waived any claims pertaining to existing collocation arrangements except to the extent specifically and affirmatively otherwise stated herein. The rates were derived via an application of the TELRIC methodology. No Party may assert or contend in any proceeding concerning section 271 relief in Missouri for SBC Communications, Southwestern Bell Telephone Company, and/or Southwestern Bell Communications Services (collectively "SBC-Missouri") at the Missouri PSC, the FCC, any appeal of a PSC or FCC decision concerning section 271 relief, or in any other judicial forum that this Unanimous Stipulation and Agreement, and the rates,

terms and conditions contained in the Physical and Virtual Collocation tariffs which result herefrom, fail to satisfy section 271 of the Telecommunications Act of 1996 (Act). No Party may use the terms of this Unanimous Stipulation and Agreement as evidence in any other proceeding in any jurisdiction or forum in order to obtain these rates in another state (i.e., these rates are not available in another SBC state unless the rates are agreed to by the parties in that state).

6. At its option, a CLEC which has not yet opted into the M2A may opt into the M2A including the approved tariffs or may elect to modify its Commission approved interconnection agreement to replace the current collocation terms and conditions with a reference to the approved tariffs, by amending the CLEC's Commission approved interconnection agreement. The amendment shall be effective for existing collocation arrangements on a prospective basis for recurring charges listed in Exhibits 1 and 2 and will not have impact on nonrecurring charges associated with existing collocation arrangements [or any claims or disputes related thereto]. CLECs who wish to modify their Commission approved interconnection agreement once the tariffs become effective shall amend their Commission approved interconnection agreements to reference the approved tariffs. Any CLEC that wants to make such an amendment shall notify SWBT in writing. Within five (5) business days of receipt by SWBT of such notification, SWBT shall present CLEC with a signed amendment in accordance herewith. Within five (5) business days of receipt of the appropriate signed amendment from SWBT, the CLEC shall sign it and file it with the Commission. The signed amendment replacing the current collocation rates, terms and conditions of the CLEC's Commission approved interconnection agreement with a reference to the Commission-approved tariffs shall become effective immediately upon filing

with the Commission unless the parties thereto mutually agree therein to a different (later) effective date. The parties have proposed this process, which was first developed and approved for adoption of the M2A, so that CLECs with Commission approved interconnection agreements can have prompt access to the rates and terms included in Commission-approved tariffs. Attached hereto as Exhibit 3 is a model amendment to be executed by SWBT and CLEC for Commission review and approval.

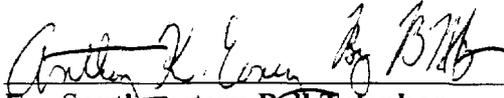
7. This Unanimous Stipulation and Agreement has resulted from extensive negotiations among a representative group of the Signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt the Unanimous Stipulation and Agreement in its entirety, then this Unanimous Stipulation and Agreement shall be void and no Signatories shall be bound by any of the agreements or provisions hereof.

8. In the event the Commission accepts the specific terms of this Unanimous Stipulation and Agreement, the Parties waive, with respect to the issues resolved herein: their respective rights to present testimony, to cross-examine witnesses, and to present oral argument and written briefs pursuant to Section 536.080.1 RSMo. 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo. 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo. 2000.

9. The Staff shall file suggestions or a memorandum in support of this Unanimous Stipulation and Agreement and the other Parties shall have the right to file responsive suggestions or prepared testimony. All responsive suggestions, prepared testimony, or memorandum shall be subject to the terms of any Protective Order that has been entered in this case.

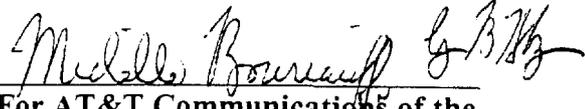
10. The Staff shall also have the right to provide, at any agenda meeting for which notice is posted that this Unanimous Stipulation and Agreement is to be considered, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other Parties and participants with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is required from the Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

PARTIES IN SUPPORT OF THE STIPULATION AND AGREEMENT



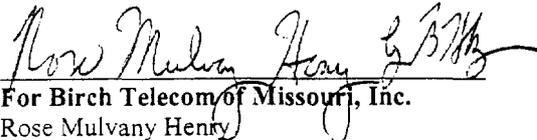
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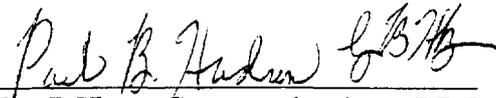
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For Birch Telecom of Missouri, Inc.

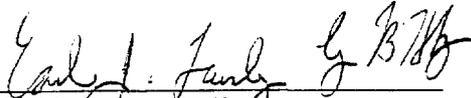
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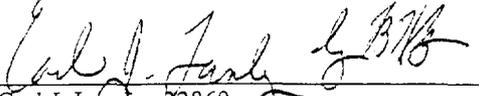
For New Edge Network, Inc.

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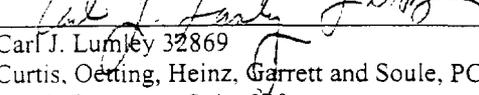

For NuVox Communications of Missouri,
Inc.

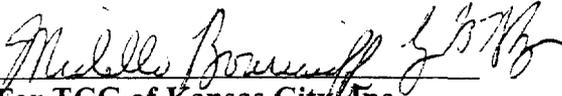
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**Brooks Fiber Communications of Missouri,
Inc.**

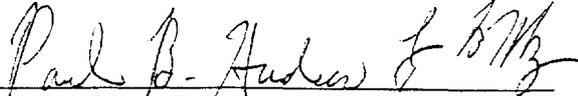

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**FOR XO COMMUNICATIONS OF MISSOURI,
INC.**

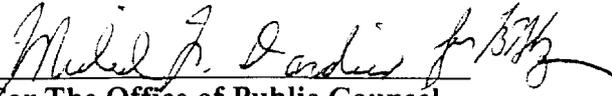

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For TCG of Kansas City, Inc.

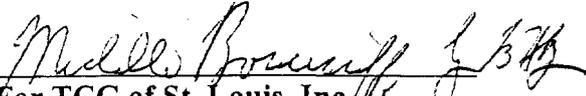
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